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November 26, 2007

**BY HAND AND VIA E-FILEING**

The Hon. Joseph J. Farnan, Jr.  
United States District Court  
for the District of Delaware  
844 King Street  
Wilmington, DE 19801

**RE: DM 7; In Re: Intel Corp. Microprocessor Antitrust Litigation, MDL No. 05-1717-JJF; Paul v. Intel Corp., Cons. C.A. No. 05-485-JJF**

Dear Judge Farnan:

Class Plaintiffs respectfully submit this short response to Intel's November 14, 2007 letter to Your Honor (D.I. 653 in MDL No. 05-1717) concerning Class Plaintiffs' offer to make their retainer agreements available to the Court for *in camera* inspection.

Interim Class Counsel are obligated to advance the costs of prosecuting these class actions for two separate and independent reasons: (1) they committed to doing so in their application for appointment as Interim Class Counsel under Federal Rule of Civil Procedure 23(g)(1)(C)(i), and the Court based its selection decision in part on the resources Interim Class Counsel had available to devote to this litigation, and (2) their retainer agreements with their clients also require them to fund this litigation. Moreover, nowhere does Intel dispute that Interim Class Counsel's retainer agreements require them to advance costs, nor could it. Because Interim Class Counsel's obligation to fund this litigation is clear under Rule 23(g), and because there is no dispute that their retainer agreements obligate them to advance costs, Class Plaintiffs do not believe that it is necessary to turn over their retainer agreements to their litigation adversaries.

Nonetheless, to take this issue off the table, and to permit the Court to focus solely on the merits of Intel's objection, Class Plaintiffs file herewith under seal, and serve on Intel, the retainer agreements to which Interim Class Counsel -- who have represented that they have the resources to fund fully prosecution of the class actions -- are parties. The provisions of the agreements not related to costs are redacted.<sup>1</sup>

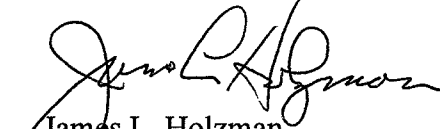
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<sup>1</sup> Cohen Milstein Hausfeld & Toll ("CMHT") has been co-counsel with Bolognese & Associates, LLC, in representing Plaintiff Phil Paul, and as such appeared on Mr. Paul's complaint filed in this Court on July 12, 2005. But Mr. Paul's retainer agreement is with Bolognese & Associates. CMHT, however, recently entered into a retainer agreement with Carl Cunningham who recently filed a case in the United States District Court for the District of Maine, and who is filing a tag along notice with the Judicial Panel on Multidistrict Litigation to have his case

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We stand ready to confer with the Court in the event that would be helpful.

Respectfully submitted,



James L. Holzman  
(DE Bar ID No. 663)

JLH/sam

cc: Richard L. Horwitz, Esq.  
Frederick L. Cottrell, III, Esq.  
Dr. Peter T. Dalleo, Clerk of the Court

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transferred to this Court as part of MDL No. 05-1717. CMHT's redacted retainer agreement with Mr. Cunningham is included in the retainer agreements filed herewith.